

# Department of Education Recovery School District

Request for Proposals  
Student Transportation Services  
**Solicitation No: 682001-1303011501**  
**RFP Opening Date: March 2, 2010**  
**RFP Opening Time: 3:00 p.m. (CT)**

Paul G. Pastorek  
State Superintendent of Education

January 25, 2010

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## State Board of Elementary and Secondary Education

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For further information, contact:

The Louisiana Department of Education (LDE) does not discriminate on the basis of sex in any of the education programs or activities that it operates, including employment and admission related to such programs and activities. The LDE is required by Title IX of the Education Amendments of 1972 (Title IX) and its implementing regulations not to engage in such discrimination. LDE's Title IX Coord. is Patrick Weaver, Deputy Undersecretary, LDE, Exec. Office of the Supt.; PO Box 94064, Baton Rouge, LA 70804-9064; 877-453-2721 or [customerservice@la.gov](mailto:customerservice@la.gov). All inquiries pertaining to LDE's policy prohibiting discrimination based on sex or to the requirements of Title IX and its implementing regulations can be directed to Patrick Weaver or to the USDE, Asst. Sec. for Civil Rights.

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# **DEPARTMENT OF EDUCATION RECOVERY SCHOOL DISTRICT**

## **Request for Proposals For Student Transportation Services**

### **Part I. Administrative and General Information**

#### **1.0 Contract Period**

This RFP addresses the Contract Period July 1, 2010 through June 30, 2011. The contract will be renewable by mutual agreement with one year extensions through June 30, 2013.

#### **1.1 Background**

The Recovery School District (RSD) is a special state school district administered by the Louisiana Department of Education. Created by legislation passed in 2003, the RSD is dedicated to turning underperforming schools into successful schools. Currently there are 32 schools operated directly by the RSD. The District is one of choice, currently with no attendance boundaries. Approximately 6,800 students are transported to and from school daily utilizing two hundred fifty six (256) runs and two hundred fifty six (256) buses running approximately twelve thousand five hundred fifty (12,550) miles per day. The school year is based on one hundred seventy seven (177) school days. The District has historically used one vendor to provide contracted pupil transportation services. Prior to 2005, the District used in-house transportation services. Following hurricanes Katrina and Rita, the fleet was destroyed and the District competitively solicited an operator. The current student transportation contract expires on June 30, 2010.

#### **1.2 Purpose**

The Recovery School District ("RSD or District") seeks Proposals from qualified Respondents interested in providing student transportation services as described in this RFP.

The purpose for this proposal is multi-faceted. While the Proposer's cost is of great importance, proposing the lowest price will not assure award of the service. The District will demand safe, reliable, and efficient service; failure to address District concerns and/or requirements for any such matter will disqualify the Proposer from consideration.

The District will require the Contractor to provide professional transportation management and adequate workforce and service supervision, such that the District is not burdened with facilitating the day to day operations and customer service requirements.

The District seeks to award contract(s) to provide service to the best combination of proposers who will deliver the most efficient service and value to the District unless otherwise specified.

### 1.3 Schedule of Events

<b>Event</b>	<b>Date &amp; Time</b>
Advertise RFP	January 25, 2010
Post to Louisiana Procurement and Contracts Network (LaPac)	January 26, 2010
Pre-Proposal Conference	February 10, 2010 10:00 A.M. CST
Deadline for receiving proposer written inquiries	February 18, 2010 5:00 P.M. CST
Deadline to issue responses and answer proposer written inquiries	February 25, 2010 4:00 P.M. CST
<b><i>Deadline for submitting proposals</i></b>	<b><i>March 2, 2010 3:00 P.M. CST</i></b>
Evaluation of Proposals	March 4, 2010 through March 17, 2010
Notice of Intent to Award	March 31, 2010

**Note:** The Recovery School District reserves the right to deviate from these dates.

This RFP is available in electronic form at the LaPac website, <http://wwwsrch2.doa.la.gov/osp/lapac/pubmain.asp>. It is available in PDF format or in printed form by submitting a written request to the RFP contracting officer with the RSD Office of Procurement & Contracts.

### 1.4 Definitions

**Contractor** – Any person having a contract with a governmental body

**Contract Year**- a 12 month period during which the agreement is in force

**Days (Schedule of Events)** – Days shall be normal business days and do not include holidays or days RSD Central Office is not officially open

**Discussions** – For the purposes of this RFP presentation, a formal structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposal in response to this RFP

**District** – Recovery School District, a body corporate, for and on behalf of the Louisiana Department of Education

**LDOE-** The Louisiana Department of Education

**May, Should** – Indicates something that is not mandatory but permissible, recommended or desirable

**Must, Shall, Will** – Indicates a mandatory requirement Failure to meet these mandatory requirements may result in rejection of your response as non-responsive

**Proprietary Information** - Information held by the owner that if released to the public or anyone outside the owner’s organization, would be detrimental to its interests. It is an issue of fact rather than opinion. Pricing and/or revenues cannot be considered proprietary

**Response** - The entirety of the vendor's submittal to each point of this RFP, including any and all supplemental proposals or information not explicitly requested within this RFP

**Request for Proposal (RFP)** – An information gathering process to determine which vendors are qualified to provide services to the District

**State-** State of Louisiana

**Vendor, Supplier, Provider** – For purposes of this RFP, “vendor,” “supplier,” and “provider” pertain to any entity responding to this RFP with the intention of providing the requested services to the District as a result of this RFP process

## **1.5 Transportation Specific Definitions:**

**Home to School Routes (HTS)** – A Run or series of Runs transporting students from designated stops, to and from school, on a daily basis. Students may be regular or special education in all grades served by the District. Does not include students transported into or out of the District, early or late activity routes, midday routes, or other specialty trips.

**Catchment Area** – For purposes of this RFP defined as school attendance boundary or area.

**Special Service Routes** - Routes that are not Home to School Routes and vary in types of services.

**Late Activity Routes** - Routes that transport students from the various schools to home after scheduled extracurricular practices or activities.

**Activity Trips** - Bus trips to transport students from District schools to other schools for competition or transporting spectators to any event where District students are participating.

**Field Trips** - Bus trips to transport students and their chaperones to educational exhibit or experiences.

**Kindergarten Routes** - Transport kindergarten only students to and from school. (There are currently no dedicated kindergarten routes in the RSD)

**Special Needs Routes** - Transport special education students within the confines of the District

**Early Childhood / Pre-Kindergarten Route** - Transport students to and from their homes to pre-kindergarten and early childhood programs at attendance centers designated by the District

**Run** - A run is the designated path that a bus will travel to pick up students and deliver them to their designated attendance center/s. Runs are comprised of a start time, a series of stops with stop times, and arrival times to the destinations and will generally list the path of travel as well as those being transported.

**School Calendar** - Official calendar adopted by the RSD Board listing all attendance days, holidays, half days, etc. Calendar will normally consist of 177 attendance days. Based upon weather or other conditions Calendar may change/fluctuate from what was originally intended.

**Contract Documents** - In this case Contract Document will include the Request For Proposal (RFP) which is comprised of Instructions to Bidders, General Conditions, Pricing Pages, all amendments, all attachments/exhibits, and all submittals to include any alternates.

**Proposer** - Person or entity or any agent or employee thereof who submits a response to the RFP.

**Contractor** - Person or entity who has been awarded the work following the bid. In this case the terms Proposer, Bidder and Contractor are sometimes used interchangeably.

**Shuttle Trip** - Short bus route or trip which moves students from one building to another or in some cases may move students from/to a building and a day care or similar facility. Shuttle trips may be contiguous to a home to school route or may require a separate call out of bus.

**Pricing/Rate Sheet** - That part of the Contract Proposal document where Proposer/Bidder places their pricing and if awarded this pricing becomes the operating rates for the services provided.

**Eligible Students** - Students designated by the District who are to be transported by the Contractor. For the purposes of the State of Louisiana an eligible student is one who lives more than 1.0 miles from their attendance center, or who lives within a zone declared as hazardous.

**Passenger Size** - Refers to the manufactures rated capacity as posted on the interior of the bus.

**Extended School Year or Summer School** - That period of time when classes are called into session after the regular closing of school and before the opening of the following school year.

**Bus Monitors** - Individuals who ride on the bus with the driver to assist students/driver as required. A Bus Monitor may be a contractor employee or a school employee. Note Bus Monitor is interchangeable with Attendant, Assistant, Bus Aide, etc.

**Hours of Service** - Amount of time consumed between the first student pick-up time and the last school drop-off time in AM and the first school pick-up time and last student drop-off time in PM.

**Excess Hours** - Amount of time that exceeds the hours of service as listed on the Bid/Rate sheet. Excess hours are applicable when the sum of all AM and PM route time exceeds the total per day Service Hours requested on the Bid/Rate sheet.

**Multi-Tier System** - Runs operated on more than one bell schedule allowing multiple runs on a route.

## Part II. Proposal Information

### 2.1. Proposal Submittal

All proposals shall be received by the RSD Office of Procurement & Contracts (OPC) no later than the date and time shown in the Schedule of Events.

**Important – Clearly mark the outside of the envelope, box or package with the following information and format:**

- **RFP Name:**
- **Solicitation Number:**
- **RFP Opening Date:**

**Proposals may be mailed through the U.S. Postal Service, delivered by hand or courier to our physical address:**

**Louisiana Recovery School District  
Office of Procurement & Contracts  
1641 Poland Avenue, Room 5B  
New Orleans, Louisiana 70117**

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The OPC is not responsible for any delays caused by the Proposer's chosen means of proposal delivery.

Proposer is solely responsible for timely delivery of its proposals. Failure to meet the proposals opening date and time shall result in rejection of the proposals.

### 2.2. Proposal Response Format

Proposals should be submitted in letter-size (8-1/2" x 11") format. Proposals should follow the format and order of presentation described below:

#### **A. Cover Page**

The following information should be included under the title "Request for Proposals for "Student Transportation RFP". **Please use Cover Page Template included:**

- Name of the firm
- Firm address
- Firm telephone number
- Firm federal tax identification number
- Name, title, address, telephone number, fax number, and email address of contact person authorized to contractually obligate the Proposer on behalf of the firm

#### **B. Proposal**

##### **1. Introduction (transmittal letter)**

By signing the letter and/or proposals, the Proposer certifies that the signor is authorized to bind the Proposer in accordance with L.R.S. 39:1594. The proposals must include:

- A brief statement the Proposer understands of the scope of the work to be performed.
- Be signed by an individual who is authorized to make proposals of this nature in the name of the firm making the proposals.

##### **2. Executive Summary**

- Provide an executive summary of the Proposer's proposed plan as well as its area(s) of expertise and resource capabilities it believes highlight its firm as superior or unique in addressing the needs of the Recovery School District as stated in the scope of work/service.

##### **3. Qualifications and Experience**

Vendor submitting this RFP shall have a minimum of five (5) years acceptable general experience in providing contracted student transportation to large urban school districts.

Qualified Proposers will be financially stable and not currently engaged in bankruptcy proceedings, being acquired, or merging with another company. The District reserves the option of validating financial and control status and matters with the Proposer before awarding the services.

Qualified Proposers must substantiate the availability of financial capacity to purchase, lease, or otherwise supply the quantity, types and age of vehicles specified in this Proposal or its supporting exhibits. Failure to satisfy this concern may cause the District to reject the proposal.



Proposers should ensure that their proposals contain sufficient information for the District to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

#### **4. Approach**

Clearly describe the approach and methodologies to be employed in the performance of the Scope of Work/Services.

Present innovative concepts, if any, not discussed in the Scope of Services for consideration.

#### **5. Project Schedule**

Delivery is a critical factor with this project. A project timeline must be submitted reflecting milestones and durations for each task to be completed to successfully implement the proposed solution. A final schedule of these tasks will be mutually agreed upon after a Proposer is selected.

#### **6. Proposed Fees**

The fees and costs proposed by the prospective vendor shall be submitted using the format found in **Schedule P - Pricing (attached)**. All Proposers must respond to **Schedule P** in order for any Alternate Proposal to be considered.

#### **7. Financial Qualifications (minimum)**

A proposer submitting a proposal shall demonstrate proof of the ability to obtain a performance bond in an amount equal to 50% of the total annual contract amount.

### **2.3 Number of Copies**

Proposer shall submit one (1) signed original response. Nine (9) additional copies should also be provided.

### **2.4 Subcontracting Information**

The selected firm shall be the prime contractor responsible to the RSD and/or State. Proposers may enter subcontractor arrangements, however, proposers should acknowledge in their proposal total responsibility for the entire contract, including payment of any and all charges resulting from the contract.

If the Proposer intends to subcontract for portions of the work, Proposer should designate, in their response, the specific tasks to be performed by the subcontractor.

Unless provided for in the contract with the RSD and/or State, the prime contractor shall not contract with any other party for furnishing any of the work and services herein contracted for without the express written approval of the RSD and/or State.

## **2.5 Costs Incurred in Preparation of Proposals**

All costs directly or indirectly related to preparation of a proposals responding to this RFP, any oral presentations required to supplement and/or clarify a proposals, and any reasonable appearance which may be required by the RSD and/or State in connection with this Request for Proposal, shall be the sole responsibility of the Proposer, and shall not be reimbursed in any manner by the RSD and/or State.

## **2.6 Ownership of Proposals**

All materials submitted in response to this request become the property of the RSD and/or State. Selection or rejection of a proposal does not affect this right. All proposals submitted will be retained by the RSD and/or State and not returned to Proposers.

## **2.7 Proposals Validity**

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal. However, the RSD and/or State reserves the right to reject a proposal if the Proposer's time period is unacceptable and the Proposer is unwilling to extend the validity of its proposals.

## **2.8 Proprietary Information**

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44:1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

## **2.9 Proposers Inquiry Periods**

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the RFP documents and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing and received by the close of business on the Inquiry Deadline date set forth in the Schedule of Events. Inquiries shall not be entertained thereafter.

The RSD and/or State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our internal customers. The RSD and/or State reasonably expect and require *responsible and interested Proposers* to conduct their in-depth proposal review and submit inquiries in a timely manner. The RSD and/or State shall only consider written and timely communications from Proposers.

Only *Ann Kirklin*, through the Director of Procurement & Contracts has the authority to officially respond to proposers' written inquiries on behalf of the Recovery School District. Any communications from any other individuals are not binding on the RSD or State.

No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any RSD/State employee or RSD/State consultant.

Inquiries shall be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant RFP section. Only those inquiries received by the established deadline shall be considered by the RSD and/or State. Answers to questions that change or substantially clarify the RFP shall be issued by addendum and provided to all prospective Proposers.

Inquiries concerning this RFP may be delivered by mail, express courier, e-mail, hand, or fax to:

Office of Procurement and Contracts  
Attention: *Ann Kirklin*  
Recovery School District  
1641 Poland Avenue, Room 5B  
New Orleans, Louisiana 70117

E-Mail: [ann.kirklin@rsdla.net](mailto:ann.kirklin@rsdla.net) Phone: (504)373-6200/ Fax: (504)872-0632

## **2.10 Code of Ethics**

Proposers are responsible for determining that there will be no conflict or violation of the Louisiana Code of Governmental Ethics, R.S. 42:1101, *et seq.* if their firm is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

## **2.11 Changes, Addenda, Withdrawals**

The RSD and/or State reserve the right to change the calendar of events at any time. The RSD and/or State also reserve the right to cancel or reissue the RFP.

If the Proposer needs to submit changes or addenda, such changes or addenda shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Changes or addenda shall meet all requirements for the proposal.

## **2.12 Withdrawal of Proposal**

A Proposer may withdraw a proposal that has been submitted at any time up to the deadline for submitting a proposal. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the RSD Office of Procurement and Contracts.

### 2.13 Cancellation of RFP or Rejection of Proposals

Issuance of this RFP in no way constitutes a commitment by the RSD and/or State to award a contract.

The RSD and/or State reserve the right to accept and reject any or all proposals, or to cancel this RFP if in the best interest of the RSD and/or State to do so.

### 2.14 Waiver of Administrative Informalities

The RSD and/or State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

### 2.15 Acceptance of Proposals Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposers to accept these obligations shall result in the rejection of the proposals.

## Part III Contract Terms

### 3.1 Indemnification and Limitation of Liability

A resulting Agreement will provide that neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Agreement.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the RSD and/or State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the RSD and/or State.

Contractor will indemnify, defend and hold the RSD and/or State harmless, ***without limitation***, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the RSD and/or State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the RSD and/or State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the RSD

and/or State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) RSD's and/or State's unauthorized modification or alteration of a Product, Material, or Service; ii) RSD's and/or State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; iii) RSD's and/or State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the RSD and/or State's exclusive remedy to take action in the following order of precedence: (i) to procure for the RSD and/or State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the RSD and/or State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Agreement as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The RSD and/or State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **3.2 Termination**

### **3.2.1 Termination of the Agreement for Cause**

The RSD and/or State may terminate the agreement for cause, in whole or in part, based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to the agreement, provided that the RSD and/or State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the RSD and/or State may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the RSD and/or State to comply with the terms and conditions of the agreement, provided that the Contractor shall give the RSD and/or State written notice specifying the State's and/or RSD's failure and a reasonable opportunity for the RSD and/or State to cure the defect.

### **3.2.2 Termination of the Agreement for Convenience**

The RSD and/or State may terminate the Agreement at any time by giving thirty (30) days written notice to contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

### **3.2.3 Termination for Non-Appropriation of Funds**

The continuation of the contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated

## **3.3 Insurance Requirements**

Contractor shall furnish the RSD and/or State with certificates of insurance. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the RSD and/or State before work commences. The RSD and/or State reserve the right to require complete certified copies of all required policies, at any time.

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana agency, shall be filed with the RSD and/or State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana and/or the Recovery School District before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the State of Louisiana and/or the Recovery School District and consented to by the State of Louisiana and/or the Recovery School District in writing and the policies shall so provide.

**Compensation Insurance:** Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor.

**Commercial General Liability Insurance:** The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the RSD and/or State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the RSD and/or State. Such insurance shall name the RSD and/or State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$5,000,000.

**Insurance Covering Special Hazards:** Pollution Liability insurance, (gradual release as well as sudden and accidental), with coverage limits of not less than \$10,000,000. A policy period inception date of not later than the first day of the anticipated work under the subject contract and an expiration date of no earlier than 30 days after the anticipated completion of all work under the contract shall be provided by the policy. Furthermore, the policy shall provide for an "extended reporting period" of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy and shall not be cancelled for any reason other than nonpayment of premiums. The State of Louisiana and/or the Recovery District shall be named as an Additional Insured on the policy and this shall be so evidenced on the Certificate of Insurance. Such insurance may be included in insurance elsewhere specified.

**Licensed and Non-Licensed Motor Vehicles:** The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$10,000,000 per occurrence for bodily injury/property damage.

**Subcontractor's Insurance:** The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

### **3.4 Civil Rights Compliance**

The selected Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under the Agreement and any contract entered into as a result of the Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply

with these statutory obligations when applicable shall be grounds for termination of the Agreement and any contract entered into as a result of the Agreement.

### **3.5 Proposer's Certification of OMB A-133 Compliance**

Certification of no suspension or debarment - By signing and submitting any proposals for \$100,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.epls.gov>

### **3.6 Content of Contract/ Order of Precedence**

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposals, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposals.

### **3.7 Contract Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of the OPC.

Changes to the contract include, but not limited to, any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

### **3.8 No Guarantee of Quantities**

The quantities referenced in the Request for Proposals are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana and/or the Recovery School District to increase or decrease the amount, at the unit price stated in the proposals.

Neither the State nor RSD obligates itself to contract for or accept more than their actual requirements during the period of the agreement, as determined by actual needs and availability of appropriated funds.

### **3.9 Non-Exclusivity Clause**

The agreement is non-exclusive and shall not in any way preclude the RSD and/or State from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.



#### **4.0 Small Entrepreneurship (Hudson Initiative) Program**

Other Desirable Requirements: This procurement has been designated as suitable for small entrepreneurship participation. The State of Louisiana's Small Entrepreneurship (Hudson Initiative) Program, is designed to provide additional opportunities for Louisiana-based small entrepreneurs (sometimes referred to as SE's) to participate in contracting and procurement with the state. A certified small entrepreneurship is one that has been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at <https://www.ledsmallbiz.com/seinformation.htm>.

Proposers are encouraged to use small entrepreneurs where sub-contracting opportunities exist. Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified SE or who have made a good faith effort to use one or more SE's as subcontractors.

Written notification to certified small entrepreneurs is the preferred method to inform certified SE's of potential subcontracting opportunities. A current list of small entrepreneurs, which have been certified by the Louisiana Department of Economic Development, may be accessed from the State of Louisiana Procurement and Contract Network (LaPAC) by clicking "Search for Registered Vendors" at <http://wwwsrch2.doa.louisiana.gov/osp/lapac/ Vendor/srchven.asp>. You may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "Smaller". Copies of notification to at least three (or more) certified SE's will satisfy the notification requirements. Notification must be provided to the certified SE's by the proposer in writing no less than five working days prior to the date of proposal deadline. Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact.

Proposers that plan to use certified SE's should include in their proposal the names of their certified SE subcontractor(s), a description of the work each will perform, and the dollar value of each proposed certified SE subcontract. If a certified SE was not selected, the proposer should provide written justification of the selection process.

Proposers that plan to use certified SE's should provide documentation to demonstrate their good faith subcontracting effort (i.e., phone logs, fax transmittal logs, letters, e-mails) in order to receive any reserved points.

In the event questions arise after an award is made relative to the proposer's good faith efforts, the proposer will be required to provide supporting documentation to demonstrate its good faith subcontracting plan was actually followed. If it is at any time determined that the contractor did not in fact perform its good faith subcontracting plan, the contract award or the existing contract may be terminated.

Contractors will be required to report small entrepreneurship subcontractor or distributor participation and the dollar amount of each. The statutes (R.S 39:2001 *et. seq.*) and rules (LAC 19:VIII.Chapters 11 and 13) concerning this program may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=96265>

and <http://www.doa.louisiana.gov/osp/SE/rule.pdf> respectively. The State requires competitive pricing, qualifications, and demonstrated competencies in the selection of contractors.

## **Part IV. Scope of Works/Services**

### **4.1 Scope of Work/Services**

#### **4.1A Student Transportation Requirements**

##### **4.1A.1 Legal Compliance**

The Contractor will comply with all applicable national, state, parish, municipal, or local laws, statutes, ordinances, regulations, and/or prohibitions pertaining to providing Transportation for and in the District. This compliance includes all aspects of the Transportation including, but not limited to, school buses and related vehicles, school bus equipment, school bus licensing, employee training, employee certification, driver licensing, drug and alcohol testing, first aid certification, emergency preparedness, environmental, fueling, traffic and parking ordinances, etc. The Contractor is fully responsible for having full knowledge of all such laws, statutes, ordinances, etc.

##### **4.1A.2 Transportation Service Programs & Types**

The Contractor will provide, at a minimum, home to school and school to home service for all regular education and special needs students defined by the District as eligible for transportation. Unless specifically stated otherwise, the Contractor will provide supplemental transportation services such as mid-day runs, kindergarten, shuttles, activity buses, charter school, late buses, extended day, vocational, and special program services as requested. **Exhibit A – Facts and Parameters** provides details as to the majority of the supplemental services, but is not intended to be the complete listing of all such services.

##### **4.1A.3 Transportation Service Parameters**

The Contractor will provide Transportation service in conjunction with certain parameters established by the District. These include:

- School building instructional opening and release bell time schedule
- All District's school buildings as assigned
- Earliest bus arrival and latest bus departure times for each school or school program
- Maximum ride times by grade level or educational program
- Maximum riders per seat
- Assignment of monitors, aides, attendants, etc.
- Student pickup & drop policies
- Special needs transportation policy
- Hours of operation

A list of the District's transportation parameters can be found in **Exhibit A – Facts and Parameters**.

#### 4.1A.4 Routing Service Parameters

Routing services are defined as providing routing software, designing bus routes, assigning riders, pairing or packaging bus routes, and/or optimizing accordingly. Working closely with the Contractor, the District shall provide such service. The Contractor is not expected to provide routing services, but will be expected to offer assistance such as testing, review, input, etc. Contractor will refine the basic runs and develop route itineraries into an accurate, efficient and useable form. The refinement is an obligation that is accepted by the contractor.

The contractor shall furnish each driver with a typed route itinerary that includes all pickup locations, times, directions between pickups and schools as well as student names at their designated pickup point. A current route itinerary shall be on each school bus while transporting students.

The contractor's drivers shall not deviate from the scheduled runs prepared by the RSD Transportation Department without prior approval from the RSD. The contractor will be assessed liquidated damages for each day any deviation occurs in the amount charged for the run and the cost of any alternative transportation.

#### 4.1A.5 Adjustment of Routes

Whenever the ridership requirements or educational programs change to the degree that adjustment of existing routes does not permit transportation without overcrowding, the Contractor shall provide additional bus (es) as may be required. These additional buses (es) shall be furnished at the same rate of cost as set forth in **SCHEDULE P – PRICING** sheet of this contract.

Conversely, if transportation requirements should change to the degree that bus (es) needed is reduced, costs shall be adjusted in the same manner as indicated in the paragraph above, and payment shall be made only for the days of utilization of such bus (es). This provision as well as the one above shall be effective only after reasonable written notice of not less than one week has been given to the Contractor.

Absolutely no increase or decrease in the number of buses utilized or services provided shall be made without prior approval from the District. The effective day of any increase or decrease in transportation services shall be mutually agreed upon by the Contractor and the District and be included as a part of the written approval for the Contractor to make a change in services. Changes that are made without approval shall constitute a breach of this agreement. If under adverse circumstances it becomes necessary to combine two or more routes onto one bus, same shall not be accomplished without notifying the proper authority at the RSD Transportation office and at the building being served and Contractor shall not invoice for this lack of service.

#### 4.1A.6 Safe Service

Student, District employee, constituent, and Contractor employee safety is paramount and will be the highest priority consideration with Transportation. The Contractor will not intentionally compromise safety in order to achieve any of the parameters previously referenced. The Contractor shall inform the

District of any District policies or practices that may conflict with safety prioritization. The Contractor shall not intentionally perform an unsafe act to achieve Contract or related performance criteria.

The RSD may implement a “How’s My Driving” type of public reporting of unsafe acts by contractor drivers operating in service to the RSD. The successful contractor(s) agrees to fully participate and comply if such a program is implemented.

#### **4.1A.7 Safety Program**

The Contractor shall plan and administer a safety program in conformance with Federal and State of Louisiana Laws and Regulations. All required forms, training records, and items relative to safety and training shall be recorded and kept on file by the Contractor.

#### **4.1A.8 Check Ride and Road Observations**

The driver supervisor, trainer, or safety coordinator shall ride with each new driver within 30 days of in-service date, and at least once annually thereafter for the purpose of observing driving practices with respect to safety, mechanical operation, and conformance with applicable laws, rules, and regulations, including adherence to published time schedules. Such observations shall be placed in drivers file.

#### **4.1A.9 Students**

The Contractor will assist and participate with the School District in providing safety programs as needed for its students.

All bus routes, bus stops, operation of vehicles, and driver activities must be conducted with the safety of the students as the prime concern.

Contractor must provide training to the students of the District on the proper boarding, disembarking, bus riding procedures, and evacuation procedures at least twice a year.

Record of evacuation drills shall be provided to the District every October and January. Districts agree to assist as needed in accommodating this activity.

Bus drivers must continually monitor the behavior of all students to ensure that safe bus riding procedures are being followed. If not, the District must be notified immediately. The student code of conduct must be adhered to. Contractor and its employees shall adhere to District policy regarding student conduct, discipline, suspensions, etc. District agrees to work with the contractor to assist with any needed student discipline issues. All conduct reports shall be in writing and drivers/contractor agrees that, should it be necessary, they will attend any meeting/hearings as requested.

#### **4.1A.10 Student Management**

Rules and regulations regarding bus passenger discipline shall be given to each student and the Contractor by the District.

When a passenger causes an undesirable situation on any bus, the driver shall report the passengers name and/or description of the situation to his supervisor in writing on forms provided by the Contractor. The supervisor and or driver shall turn in the report to the School no later than the following day.

Decisions on student disciplinary problems, such as suspensions or expulsions, will rest with the School and District administrators. In support of these actions the drivers and contractor staff shall make themselves available for all meetings/hearings as required.

Vandalism damages to the Contractor's equipment or facilities will be the responsibility of the Contractor; however, the District recognizes the importance of this issue and will assist the Contractor in receiving restitution whenever possible. In those cases where videotapes are used in determining proper student management such digital replay shall be provided within 24 hours and retained as needed.

#### **4.1A.11 Accident Reporting**

Contractor shall immediately notify the District Transportation Director or designee of all accidents whether bus is loaded or empty, whether severe or minor (all accidents). This immediate verbal report shall be followed with a written accident report within twenty-four (24) hours. Buses shall be equipped with an accident information form, which is to be filled out with student names, time, place, etc. of each accident.

#### **4.1A.12 Access to Vehicles and Drivers**

The Contractor agrees that the school administrators or their designees may, from time to time, ride a bus or otherwise observe the general operation of the bus service.

#### **4.1A.13 Minimum Service Level Criteria**

The Contractor will monitor, account for and report to the District its success with fulfilling these minimum service criteria:

- On-time performance (10 minutes late) – morning: > 99.0 %
- On-time performance (10 minutes late) – afternoon: > 99.0+ %
- Runs > 20 minutes late: < .005%
- Students left on bus unattended: 0
- Unauthorized student riders: 0
- Under Age Riders left without custodial individual: 0
- Preventable Accidents: < 1.0 per 100,000 miles operated
- Monitors/attendants on all buses required by IEP: 100%
- Any other essential performance matter(s) as identified in Schedule L and Exhibit A.

This data will be provided to the District by the 10<sup>th</sup> of each month. The Contractor will be deemed to be in non-compliance if the following events occur:

- This data is not reported (no report) for two (2) consecutive months
- This data is reported late for four (4) consecutive months
- Any one variable is below minimum levels for two (2) consecutive months

If a non-compliance situation occurs, the Contractor is automatically on notice of Non-Compliance – with or without formal notice from the District. A Non-Compliance condition must be cured within 60 days of its initial occurrence or a **Minimum Service Level Criteria Performance Penalty** will be imposed.

## **4.1B Contractor Accountabilities & Responsibilities**

### **4.1B.1 Appearance of Contractor Resources**

The appearance of the Contractor's employees and vehicles will meet customary and reasonable standards for the District's area.

### **4.1B.2 Contractor Employee Conduct**

The conduct of Contractor's employees will meet customary and reasonable standards for the District's area. The Contractor will be responsive to direction from the District as to any personnel or conditions deemed to be of insufficient standards to the District. The District has the authority to mandate a change in the Contractor's Transportation Manager if the Contractors repeated efforts to resolve a specific concern (or concerns) have been unsuccessful.

### **4.1B.3 Equipment**

- The contractor shall provide on an as-needed basis, up to the guaranteed maximum or down to the minimum number of school buses specified on the Pricing Page. The contractor's school buses must be of adequate size to provide the service, but the RSD shall only compensate the contractor for the capacity school bus required by the RSD.
- The minimum/maximum number of buses quoted or initially accepted upon commencement of this agreement shall become the reference point throughout the term of this agreement. The contractor's guaranteed minimum and maximum number of school buses shall be increased or decreased to meet the needs of the school district(s) being served for all term years. The contractor shall retain the schools as originally assigned by RSD throughout the term of this agreement provided the service levels are adequate. RSD reserves the right to adjust assignments to contractors based on service/performance or the best interest of RSD or school districts.
- All large buses supplied shall be diesel powered. Any smaller special units that are gasoline powered may be approved for use. All large (rated capacity 35 or greater) diesel powered units shall have an average age of no more than seven (7) years old and shall be no older than twelve (12) years old. All Small (less than 35 passenger rated capacity) diesel powered units shall have an average age of no more than five (5) years and shall be no older than ten (10) years. All gasoline powered units shall have an average age of (5) and be no older than ten (10) years old. Bus age shall be determined by using the Date of Manufacture posted on the interior bus body. Any bus attaining its maximum age

after December 1st of each operating year may continue in service for the remainder of that operating year. Any bus reaching its maximum age prior to December 1st shall be replaced prior to the beginning of that operating year.

- Contractor shall keep all school bus equipment used in the transportation of students in accordance with standards stated in “State of Louisiana Department of Education Minimum Standards for School Buses in Louisiana Bulletin 1213” and shall meet or exceed all applicable “Federal Motor Vehicle Safety Standards” as well as RSD Requirements. School Buses and such equipment shall be maintained in good mechanical order at all times to pass the State School Bus Inspection. Buses shall be kept in a clean and sanitary condition and open to examination by the District at all times. It is understood that all equipment furnished shall comply with all statutes, school bus specifications, and safety regulations in force, and that if any bus equipment owned by the Contractor fails at any time to comply in whole or in part during the term of the contract, it shall be replaced by the Contractor without expense to the District and without claims for adjustment in compensation.
- The Contractor shall supply certain items during the term of this agreement. Specifically these items are: bus two- way radios or cell phones for immediate contact with operating buses, any specialty harnesses, car seats, booster seats, lifts, tie-downs, roll back alarms and anterior crossing gates. Contractor will supply the District with a direct ‘emergency’ phone line to insure immediate contact with the Contractor; such line shall not be available to the general public nor other operating entities of the Contractor. In addition the Contractor shall be prepared to have each bus equipped with a digital video recording system with a minimum of three (3) cameras if required by district. It is the responsibility of the contractor to keep same in working order. The cost of installing these items into the buses shall be borne by the Contractor. The Bid/Rate sheet provides a space for listing a separate price for this digital video camera option.
- All buses or vehicles placed in operation by the Contractor, under this contract, shall be owned/leased by the Contractor and under their direct control.
- All buses in service to the RSD (route, spare and extracurricular) shall be numbered and lettered per “State of Louisiana Department of Education – Minimum Standards for School Buses In Louisiana Bulletin 1213” standards to include, Contractor Name, District Name and Four Point Numbering.
- Standby buses maintained in good working condition, shall be available in sufficient numbers and used in the event any buses regularly transporting students shall be inoperable. As a minimum contractor shall supply as spare buses a ratio of 10% of all Regular and Special education route buses which are of sufficient size and configuration to act as a spare for all categories of service. Spare buses shall meet the same maximum age standard as route buses but will not be included in the overall fleet average.
- The Contractor agrees that before any school buses are used for transportation, the driver shall inspect same carefully for defects (DOT pre-trip), and remedy any defects before using said vehicles. Records of these inspections shall be maintained for one full year and kept in accordance with state and federal law.



- Breakdowns and Road Service Calls are disruptive to service and shall be kept to a minimum, monitored and reported. Such violation is subject to penalties.
- At all times, the school buses must be equipped with route signs, provided by the contractor and approved by the RSD, that indicate to the students the route number and school destination. All lettering shall be decaled, stenciled or applied in a legible and professional manner. Route identification signs and their placement must meet applicable state specifications. RSD and contractor will agree on sign standard prior to implementation.
  - The signs must be made of a durable material, such as metal, plastic, or other materials approved by RSD.
  - The contractor shall design the signs in a manner to accommodate any spare school buses used so they are equipped with appropriate signs if the need should arise.
  - If the RSD determines that a route was operated without an approved sign, the contractor shall be assessed liquidated damages in the amount stated on Schedule L – Liquidated Damages
- In addition to the required State specifications each bus regardless of size, shall be equipped with an approved electronic child check system.
- In the event that RSD buses are used for non RSD business (charters, etc.) all identification referencing RSD must be covered.
- The RSD reserves the right to specify a single GPS product to be installed and operated on all buses serving the RSD. The contractor(s), at their own expense, agrees to purchase, install, maintain and provide GPS reporting and full access to the RSD. GPS reporting and access must include but is not limited to live look up, route replay, on time reports, coverage reports, etc.

#### **4.1B.4 Dry Runs**

- Prior to the start of each school year the Contractor shall conduct an introductory orientation meeting for all of its drivers and monitors. This orientation shall include a thorough instruction process orienting drivers and monitors as to any and all changes for the coming year, District policies, etc. The Orientation Meeting may be attended by district personnel.
- The Contractor will perform at least one real-time “dry run” (running the buses at the scheduled times without the students) within the 10 days preceding the first day of school. The dry run day will be scheduled and the process will be coordinated with District officials who may monitor the process without restriction. The District and Contractor will meet within 24 hours of the dry run day to assess outcome of the dry run.
- If the District deems an additional dry run to be necessary based upon the assessment, the District may require one partial or full dry run to be performed

#### **4.1B.5 Contractor Fiscal Efficiency & Responsibility**

The Contractor will work with the district in an ongoing good-faith effort to pair, combine, and/or package bus runs with buses in order to perform the Transportation services with the minimal number of buses and drivers, doing so without jeopardizing safety or on-time performance.

The Contractor will provide the District with a quarterly efficiency report. This report will list all buses scheduled for daily operation, and list the number of runs each bus is performing each morning and afternoon. Buses will be sorted by regular education and special needs service if possible.

The Contractor shall immediately notify the District of any new program or services that are requested of the Contractor by school officials or representatives. The Contractor shall not fulfill unauthorized requests until authorized.

The Contractor shall notify the District as school building or program times are contemplated, communicated or set that may conflict with efficient transportation service. The Contractor shall assist the District upon request as to bell time changes under consideration.

#### **4.1B.6 Fuel**

To avoid the potential extremes regarding price fluctuations for fuel the following fuel cap shall apply during the life of this contract.

- The fuel cap shall be *\$2.25/gallon*. The fuel cap and all invoicing supplied shall be calculated exclusive of all applicable taxes and delivery fees. Should the price of Regular Unleaded or Diesel fuel vary more than \$.20 per gallon from the cap during a given month in which school is in session, a fuel adjustment shall be made for that entire month. If cost is above *\$2.45* per gallon the Contractor will be reimbursed for each cent above *\$2.45* and if less than *\$2.05* per gallon The RSD shall be reimbursed for each cent below *\$2.05*. Each school month the Contractor shall retain all fuel invoicing records and attach same to their monthly invoices to the District. The Contractor will be required to obtain fuel meeting the needs of the vehicles at the lowest price available to the Contractor. Such reimbursement shall only apply to fuel used while vehicles are in service for the District. The District retains the right to purchase fuel and supply it to an approved storage facility selected by the Contractor, or make such arrangements with local fuel vendors so as to achieve the lowest market prices available using the Districts combined buying power.
- The District shall not be liable for a higher than expected fuel cost due to Contractor inability to, as a minimum, purchase fuel at bulk (tanker load) rates. Contractor shall notify the District of the non-availability of fuel at less than *\$2.45* per gallon prior to operating routes with the fuel. The District shall not be responsible for any excess fuel costs unless notified in advance of its use. Determination as to the number of gallons for fuel reimbursement above/below *\$2.05* a gallon shall be computed on the basis of six (6) miles per gallon of gasoline and eight (8) miles per gallon for diesel fuel. Computation of the charge shall begin at the first student pickup point and end at the last school drop-off point for the morning run and the first school pickup point to the last student drop-off point for the afternoon run, (live miles). Deadhead mileage shall be the responsibility of the Contractor.

#### **4.1B.7 Other Contractor Responsibilities**

Unless noted otherwise, the Contractor will be responsible for performing the following services:

- rider discipline
- vehicle maintenance
- Supply bus terminal / facility
- check rides
- road supervisors
- towing
- activity Trip Scheduling
- activity Trip School Billing
- dispatch
- state and/or other mandated ridership data collection
- customer service
- temporary school startup customer service staffing
- recruiting and hiring
- accident investigation

If other services or issues arise that are previously unaddressed the Contractor will make a good faith effort to address or resolve such until the matter can be discussed with the District. The Contractor shall immediately perform any unspecified service within reason that addresses a safety concern.

#### **4.1B.8 Personnel**

- The Contractor shall permit the school buses to be operated only by persons holding the required licenses issued to him/her by the State of Louisiana. Every driver shall follow the normal and usual instructions and requirements of the State and the District, and shall at all times comply with the motor vehicle laws of the State and all cities, parishes, or other municipalities in which such vehicles may be operated and shall maintain such records and reports necessary to validate same as the District may request.
- The responsibility for hiring and discharging personnel shall rest entirely upon the Contractor. The District reserves the right to request dismissal of any driver/staff from service to the District who, in their opinion, is not suitable to the District.
- The District reserves the right to select/request specific drivers for field trips and athletic events superseding any union contract of the Contractor's employees.
- The Contractor shall underwrite all costs incurred to provide qualified drivers. Such costs shall include all training, physical examinations, license and permit fees, criminal background checks, recruitment and any other related fees.

- During the course of this contract, it is possible that some utilization of bus monitors may be required. This determination of need is to be a joint decision of the District and the Contractor, with the final decision made by the District. It shall be the responsibility of the contractor to hire, train and supervise these bus monitors and maintain them as their employees. In some cases the District may wish to place District employees as bus monitors, and if so, these persons shall be accommodated by the Contractor. Such accommodation shall not interfere with the timely operation of bus routes. In this event no charge to the District shall be incurred if the District decides to supply its own monitors.
- The Contractor will allow no person other than students, supervisors, authorized bus company employees, authorized school district personnel, and drivers in training to ride the bus without the consent of proper school officials. The District reserves the right to decide whether it is permissible to allow preschool age children of driver personnel to ride buses with their parent. If such right is granted there shall be established specific rules and procedures ensuring that this practice does not distract in any way from the intended service.
- The Contractor shall designate a 'lead driver' or 'bus captain' for each school served. Those designated shall assist with driver, route, discipline, etc. issues as they relate to that particular school. Those designated shall expedite resolution of any issues.
- The Contractor agrees, if requested, to supply an informed representative during registration to handle parent questions as well as possible School Open Houses.
- The position of Standby Driver is critical in ensuring the safe and timely delivery of students to and from school in the event that a regular assigned driver is unavailable to driver his/her route. The Contractor will provide experienced drivers to serve as Standbys. All Standby drivers must be familiar with Orleans Parish, RSD Schools, RSD routes, able to read and follow directions and maps, and be approved by the contractor and the RSD. Standby drivers will be paid a premium of a minimum \$1.00 per hour worked if selected to work as Standby drivers for the contractor in service to the RSD. The district reserves the right to remove a Standby driver from service for failure to perform. The Contractor will provide, at a minimum, a reserve of Standby drivers in the amount of 10% of the RSD routes assigned to the Contractor

#### **4.1B.9 Required Records**

The Contractor shall maintain complete and accurate records, including costs and mileage, of all field/activity trips provided under this contract, all disciplinary actions, and such other reports that the District may request and/or may be required under all applicable law. Specifically Contractor shall assist the District with supplying all of the needed information as required on the State annual report, as well as updated times, miles, and statistics of actual route operations.

#### **4.1B.10 Early Release/Emergency Cancellation of Transportation**

The Contractor will follow District procedures for emergency cancellation of transportation in those cases where weather conditions or other situations may preclude the movement of buses. The closing

of school shall be the District's decision. Contractor's fleet and facility shall be prepared to operate under any adverse conditions. Contractor shall not charge for canceled days but may charge 25% of daily rate for each bus that is dispatched (leaves terminal) prior to being notified of any such cancellation. District will endeavor to notify contractor one hour prior to dispatch time provided conditions allow. From time to time it may be necessary to dismiss school/s early due to various conditions out of the control of the District and Contractor shall endeavor to fulfill these emergency situations as soon as possible. Bus Contractor agrees to transport students at special times on those days set forth as early dismissal days on the school calendar. These days may fluctuate from the posted calendar based upon need. A school calendar shall be provided for each year of this agreement at earliest possible opportunity.

#### **4.1B.11 Supervision of Loading and Unloading**

The Contractor agrees that the driver of each bus shall supervise the loading and unloading of his bus at all pickup and delivery points, and the Contractor will provide full-time office staff that is responsible for reporting of and resolution of transportation problems. District agrees to work with and assist the Contractor operators and staff as needed in problem resolution as appropriate.

#### **4.1B.12 School Bus Terminal Requirements**

- The contractor shall not operate more than 150 school buses serving RSD from a single terminal location. With prior approval contractor may house more than 150 buses on a single lot. However, RSD retains the right to ask contractor to return to 150 units for any reason, should service levels not be at satisfactory levels.
- Each bus terminal must be located within the City or Parish. Bidders shall submit descriptions of these terminals.
- Each terminal must be staffed so as to accommodate this number of buses and drivers.
- Each terminal shall allow sufficient parking, garage facilities, office space, etc. to allow the terminal to function efficiently. RSD reserves the right to review the facility and make recommendations as required.
- "Park Out" locations will only be allowed with prior RSD approval. RSD reserves the right to recall an approval for any reason.
- For both regular and ancillary transportation services, the contractor shall provide administrative personnel to directly supervise the terminal's operation whenever there are school buses on the road, unless approved otherwise by RSD.
- For each terminal, the contractor shall provide at least one (1) full-time Contract/Terminal manager responsible for supervisory personnel to operate the routes. This Manager is expected to be dedicated to the RSD operation. A manager or assistant manager shall be on duty whenever students are being transported on regular to and from school routes.

- For each occurrence that a manager or assistant manager is not on duty to answer any concerns from RSD's staff, the contractor shall be assessed liquidated damages as stated in "**Schedule L – Liquidated Damages**"
- The contractor shall provide adequate administrative personnel available to the manager to train, supervise, and dispatch drivers and mechanics.
- The contractor shall supply a staff organizational chart for each terminal. A clearly defined line of responsibility and accountability should be shown. The contractor shall update the chart if a staff change occurs. Chart shall list the number of staff at each of the positions.
- Each contractor shall provide at least one (1) full-time road supervisor for each one-hundred- (100) routes operated for various safety duties. Primary hours of coverage for maximum busing activity are as follows: 5:30 a.m. – 8:00 a.m. and 3:30 p.m. – 6:00 p.m. each day.
- RSD reserves the right to require road supervisors to assist in problem-solving actions regarding student transportation issues, such as accident investigations, disciplinary incidents, lost students, lost drivers, routing concerns, etc.
- Road supervisors shall monitor loading and unloading at school sites on a periodic basis and shall act as a liaison person for the contractor to help recognize and resolve transportation issues for the school site.
- RSD reserves the right to inspect contractor's facilities to ensure the contractor can provide the services required under this agreement.

#### **4.1B.13 Other Requirements:**

- The contractor shall report all incidents and/or accidents to RSD immediately by phone and computer mail message and/or fax. After receiving notification by the contractor, RSD shall determine the proper administrative course of action. A written report of all such accidents shall be filed with RSD within 24 hours the accident on the State School Bus Accident Report Form.
- RSD shall have full and exclusive authority and all rights for administering the RSD Transportation Program.
- The contractor shall be knowledgeable of RSD's policies and procedures pertaining to the implementation of safe and efficient transportation operations.
- The contractor understands the complexity of this program and the volume of calls processed daily from schools and parents. It is intended that contractor's are to handle normal daily operational calls from the public and districts.

#### **4.1B.14 Invoicing**

The Contractor will submit invoice(s) for the previous month's services before the 8<sup>th</sup> working day of each month. The invoice detail will include sufficient information to support the amounts billed, and to reconcile to the Contract. The District shall pay any accurately prepared and submitted invoice within 45 calendar days of receipt.

#### **4.1B.15 Liquidated Damages**

Prompt and safe transportation of students to is essential for students to benefit fully from their educational experience. Late or unsafe transportation burdens students, their families, and school staff. Due to the nature of the services to be rendered by the Contractor, it would be impractical and extremely difficult to determine actual damages resulting from the Contractor's failure to provide adequate services under this Agreement. It has been determined that certain failures to perform inherently involve damage. Accordingly, after August 31st of any school year, liquidated damages in the amounts listed below will be applied for service deficiencies. One or more of the damages may apply to any one route or occurrence. Damages will not be imposed for situations beyond the control of the Contractor. This includes, but is not limited to: non-preventable accidents, vehicles stuck in traffic, closing of streets for repair, and delays due to extremely poor weather and impassable streets. If a bus is late due to no fault of the Contractor or the bus driver, the Contractor must provide to the District written notice of the reason for the delay within twenty-four (24) hours to avoid liquidated damages. The final decision relative to whether liquidated damages are to be assessed rests with the District and will be based on the District's investigation of the circumstances of each incident.

There may be assessed as liquidated damages the amounts set out in **Schedule L – Liquidated Damages**. The damages are cumulative if a single incident includes more than one category. It is important to note that the School District desires to not assess any liquidated damages and trusts that the service being provided will preclude this item from being enforced.

#### **4.1B.16 Service Quality/Assurance**

It is recognized that service to the District and its patrons is the essence of this agreement and to that end this service shall be regularly monitored. Contractor shall prepare and submit to the District a brief monthly 'Transportation Report'. This report shall outline specific levels of operation; number of buses, routes, drivers, students transported, route miles, number of accidents, on-time arrival percentage, as well as outline any service issues along with actions and recommendations.

At least twice annually (October and May) Contractor shall conduct quality assurance surveys of all buildings served. Such surveys shall be attached to the following months Transportation Report. District and Contractor shall jointly design such surveys. These surveys may also be used to measure satisfaction levels of the District Patrons.

#### **4.1B.17 Supplemental & Unscheduled Services and Costs**

The Contractor will bear all costs associated with performing Transportation services not specifically identified in this Contract or in the Exhibits. The Contractor will bear all penalties, fines, damages, levies, taxes, etc. that may arise from performing Transportation services.

#### **4.1B.18 Hurricane, Tropical Storm and other Evacuation Assistance**

In the event of a Hurricane, Tropical Storm or other event requiring mass evacuation of Orleans Parish and the City of New Orleans, the contractor will make its fleet available to the RSD, police, local, state and federal agencies. Contractor shall include per bus per day rental cost on **SCHEDULE P – PRICING**.

#### **4.2 Period of Agreement**

The initial period of any contract resulting from this RFP will be twelve (12) months. At the option of the State of Louisiana or the Recovery School District and acceptance by the contractor, the contract may be extended for two (2) additional twelve (12) month periods at the terms and conditions stated and prices as submitted and agreed upon. Total contract time may not exceed sixty (36) months. The contract will not bind the RSD for any contractual period in excess of available funding. Should funding become unavailable to fund either in whole or part RSD shall notify the contractor within sixty (60) days of cancellation or modification of this agreement. The term dates shall be interpreted to include any summer school requirements that follow the traditional school year.

#### **4.3 Intent Regarding Charter Schools**

The parties recognize that certain schools under the Recovery School District may be operated by a charter school association. It is the intent of the Recovery School District and Contractor(s) that any such charter school association will have the option of utilizing the Contractor(s) for its transportation function under the same terms and conditions as set forth in this RFP and subsequent contract, if awarded, to be agreed upon by Contractor(s) and the charter school association in a separate contract. The Recovery School District will communicate with the Contractor(s) upon notice of any charter school association that proposes to take over operation of a Recovery School District school.

#### **Part V. Specific Specification Requirement:**

Proposer agrees to comply with all Specifications as stated in the RFP and Contract.

#### **Part VI. Evaluation and Selection**

##### **6.1 Evaluation Team**

All responses received as a result of this RFP are subject to evaluation by the RSD Evaluation Committee for the purpose of selecting the Proposer with whom the RSD and/or State shall contract.

— This committee will determine which Proposers are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

The committee may reject any or all proposals if none are considered in the best interest of the RSD and/or State.



## **6.2 Mandatory Administrative Evaluation**

All proposals will be reviewed by the Evaluation Team to determine compliance with mandatory administrative requirements as specified in this RFP. Proposals found not to be compliant may be rejected from further consideration.

## **6.3 Evaluation Criteria**

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The total available points will be one hundred (100). The evaluation of each response will be based on its overall competence, compliance, format, organization, taking into consideration the evaluation criteria below:

### **Responsiveness to the Request for Proposal (5 points)**

- Requested information included and thoroughness of response
- Understanding of Student Transportation Provider
- Creativity of proposed approach
- Clarity and brevity of the response

### **Technical proposals to carry an evaluation factor of 40 points**

- Firm's proposed plan and capability to provide the services and expertise and Past Performance
- Background of the Firm and subcontractors including professional qualifications
- Relevant experience of the Firm and subcontractors
- Previous relationship of firm and subcontractors on similar opportunities.
- Specific experience in Student Transportation – Capabilities, proven Skills and Technical Competence

### **Hudson Initiative to carry an evaluation factor of 5 points**

### **Financial proposals or cost to carry an evaluation factor of 50 points**

The formula for scoring cost is as follows:

Each proposer will receive a cost score computed as follows:

$$CS = (LPC/PC*50)$$

Where:

CS = Computed cost score for Proposer

LPC = Lowest proposed cost of all Proposers

PC = Proposer's cost

The Evaluation Committee will compile the scores and make a recommendation to the State Superintendent of Education on the basis of highest score. The award of a contract is subject to the approval of the Board of Elementary and Secondary Education (BESE).

#### **6.4 Written or Oral Discussions/Presentations**

The RSD and/or State reserves the right to enter into an agreement without further discussion of the proposals submitted based on the initial proposals received.

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. Written or oral discussions/presentations for clarifications may be conducted to enhance the State's and/or RSD understanding of any or all of the proposals submitted.

#### **6.5 Notice of Intent to Award**

Upon review and approval by Department of education, a Notice of Intent to Award letter will be issued by the Office Procurement and Contracts (OPC). The District will notify the successful proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

If the contract negotiation period exceeds 15 days or if the selected Proposer fails to sign the final contract within 10 business days of delivery of it, the District may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

#### **6.6 Right of Negotiation**

The RSD and/or State reserve the right to negotiate with the successful Proposer on final terms, conditions, and requirements, including cost.

#### **6.7 Contract Formation**

The RSD reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offer received. The RSD reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected Proposer will become part of any contract initiated by the State.

The selected Proposer will be expected to enter into a contract which is substantially the same as the sample contract included in **Exhibit C**. In no event is a Proposer to submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. Negotiations may begin with the announcement of the selected proposer.

If the contract-negotiation period exceeds ten days or if the selected Proposer fails to sign the final contract within five business days of delivery of it, the RSD or State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

## **EXHIBIT C**

### **SAMPLE GENERIC CONTRACT**

STATE OF LOUISIANA  
PARISH OF ORLEANS

### **CONTRACT**

Be it known, the Department of Education, Recovery School District of the State of Louisiana (hereinafter sometimes referred to as "RSD and/or State") and (*Contractor's name and legal address including zip code*) (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

### **SCOPE OF SERVICE**

Contractor hereby agrees to furnish the following services:

*All services to be provided as included in the RFP. The RFP will serve as the basis for the performance of the contract.*

### **CONTRACT MODIFICATIONS**

No amendment or variation of the terms of this Agreement, or any contract entered into as a result of this Agreement, shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

### **FUND USE**

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

### **HEADINGS**

Descriptive headings in this Agreement are for convenience only and shall not affect the construction or meaning of contractual language.

## **PAYMENT TERMS**

The Contractor awarded a Contract as a result of this RFP shall invoice the RSD directly and payment shall be made by the RSD directly to the Contractor in accordance with the payment terms agreed to in the Contract.

## **DELIVERABLES**

Contractor will deliver the item(s) or service(s) as described in the RFP.

## **TAXES**

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Contractor's obligation and shall be identified under Federal Tax Identification Number \_\_\_\_\_ (*or Social Security Number*) .

## **TERMINATION OF THIS AGREEMENT FOR CAUSE**

The RSD may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that the RSD shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the RSD to comply with the terms and conditions of this agreement, provided that the Contractor shall give the RSD written notice specifying the RSD's failure and a reasonable opportunity for the RSD to cure the defect.

## **TERMINATION OF THIS AGREEMENT FOR CONVENIENCE**

The RSD may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

## **OWNERSHIP**

All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of RSD, and shall, upon request, be returned by Contractor to RSD, at Contractor's expense, at termination or expiration of this contract.

## **USE OF AGENCY'S FACILITIES**

Any property of the RSD and/or State furnished to the Contractor awarded a contract as a result of this RFP shall, unless otherwise provided herein, or approved by the RSD, be used only for the performance of services under this agreement or any contract entered into as a result of this Agreement.

The Contractor shall be responsible for any loss or damage to property of the RSD and/or State which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the RSD and/or State in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the RSD and/or State, the Contractor shall notify the RSD and/or State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the RSD and/or State all property of the RSD and/or State prior to settlement upon completion, termination, or cancellation of this Agreement. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

## **WAIVER**

Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by the written consent of both parties.

## **WARRANTIES**

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

## **INDEMNIFICATION AND LIMITATION OF LIABILITY**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless RSD and/or State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the RSD and/or State.

Contractor will indemnify, defend and hold the State harmless, ***without limitation***, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against RSD and/or State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the RSD and/or State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle

or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the RSD and/or State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) State's and/or RSD's unauthorized modification or alteration of a Product, Material, or Service; ii) State's and/or RSD's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; iii) State's and/or RSD's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action in the following order of precedence: (i) to procure for the RSD and/or State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the RSD and/or State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Agreement as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The RSD and/or State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **INSURANCE**

Contractor will be required to provide the RSD and/or State with Certificates of adequate insurance indicating coverage required herein for any contract entered into as a result of this Agreement. Additional insurance coverage may be set forth in the scope of work/services.

## **LICENSES AND PERMITS**

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract, if applicable.

## **SEVERABILITY**

If any term or condition of this Agreement, or any contract entered into as a result of this Agreement, or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

## **SUBCONTRACTORS**

The Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to RSD and/or State for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

## **ASSIGNMENT**

Contractor shall not assign any interest in this agreement by assignment, transfer, or novation, without prior written consent of the RSD and/or State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the RSD and/or State.

## **CODE OF ETHICS**

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this agreement. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this agreement.

## **CONFIDENTIALITY**

The following provision will apply unless the RSD and/or State statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the RSD and/or State's operations which are designated confidential by RSD and/or State and made available to the Contractor in order to carry out this Agreement, or any contract entered into as a result of this Agreement, or which becomes available to the Contractor in carrying out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the RSD and/or State. The identification of all such confidential data and information as well as State's and/or RSD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the RSD and/or State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the RSD and/or State to be adequate for the protection of the State's and/or RSD's confidential information, such methods and procedures may be used, with the written consent of the RSD and/or State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly



available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

## **CONTRACT CONTROVERSIES**

Any claim or controversy arising out of the agreement shall be resolved by the provisions of Louisiana Revised Statute 39:1524-26 or 39:1673.

## **RIGHT TO AUDIT**

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years after project acceptance or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

## **SECURITY**

Contractor's personnel will comply with all security regulations in effect at the State's and/or RSD premises, and externally for materials and property belonging to the RSD and/or State or to the project. Where special security precautions are warranted (e.g., correctional facilities), RSD and/or State provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to RSD and/or State any known breach of security.

## **TERM OF CONTRACT**

This Agreement is effective upon SBESE approval and will end no later than [*length of term specified in the RFP*], unless otherwise terminated in accordance with the Termination provision of this Agreement. The RSD and/or State have the right to extend for [*extension language as specified in the RFP*].

## **COMMENCEMENT OF WORK**

No work shall be performed by Contractor and the RSD and/or State shall not be bound until such time as a Contract is fully executed between the RSD and/or State and the Contractor and all required approvals are obtained.

## **FISCAL FUNDING**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the

effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

## **COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this Agreement.

## **GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

## **COMPLIANCE STATEMENT**

The State's and/or RSD's designated Contract Monitor has reviewed this contractual and/fiscal commitment and certifies that the proposed expenditure complies with all applicable Federal and State laws and regulations and the SBESE's policies. The designated Monitor is aware that he/she is subject to disciplinary or appropriate legal action if his/her assurance is knowingly in violation of public laws or the SBESE's policies.

## **DEBARMENT AND SUSPENSION CLAUSE**

Contractor receiving individual awards hereby certifies that the organization and its principals are not suspended or debarred from any Federal or State program.

## **COMPLETE AGREEMENT**

This is the complete Agreement between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this Agreement and there are no other agreements or understanding changing or modifying the terms. This Agreement shall become effective upon final statutory approval.

## **ORDER OF PRECEDENCE**

The Request for Proposal (RFP), dated \_\_\_\_\_, and the Contractor's Proposal dated \_\_\_\_\_, are attached hereto and, incorporated into this Agreement as though fully set forth herein.

In the event of an inconsistency between this Agreement, the RFP and/or the Contractor's Proposals, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Agreement, then to the RFP and finally, the Contractor's Proposals.

**THUS DONE AND SIGNED** at Baton Rouge, Louisiana, on the day, month and year first written below.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of this \_\_\_\_\_ day of

\_\_\_\_\_  
(Month/year)

### **State Agency Signatures**

\_\_\_\_\_  
Robert Fulton  
RSD Chief Financial Officer

\_\_\_\_\_  
Paul Vallas  
Superintendent  
Recovery School District

\_\_\_\_\_  
Beth Scioneaux  
Deputy Superintendent for  
Management and Finance

\_\_\_\_\_  
Ollie Tyler  
Deputy Superintendent of Education

\_\_\_\_\_  
Paul Pastorek  
State Superintendent of Education

\_\_\_\_\_  
Keith Guice  
President, State Board of  
Elementary and Secondary Education

### **WITNESSES' SIGNATURES**

\_\_\_\_\_  
\_\_\_\_\_

### **CONTRACTOR'S SIGNATURE**

By: \_\_\_\_\_

Telephone : (\_\_\_\_) \_\_\_\_\_

## REQUEST FOR PROPOSAL

### STUDENT TRANSPORTATION SERVICES RECOVERY SCHOOL DISTRICT - NEW ORLEANS

**CONTRACT PERIOD: July 1, 2010 through June 30, 2011  
With Extensions Through June 30, 2015**

Issue Date: XXXXXXXXXXXX

Return Date: XXXXXXXXXXXX  
Return Time: XXXXX CDT

Buyer: Recovery School District of Louisiana (RSD)

Return Bid To: Recovery School District  
Attn: Kerry Doucette  
1641 Poland Avenue  
New Orleans, LA 70117

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP, and any previously issued amendments. The bidder further agrees that the language of this document shall govern in the event of a conflict with his/her bid. The bidder should, as a matter of clarity and assurance, also sign and return all previously issued amendment(s) and the original document. The bidder further agrees that upon receipt of an authorized purchase order or when this document is countersigned by an authorized official of The RSD, a binding contract shall exist between the proposer and The RSD. This document combined with final proposal and its required submittals shall comprise the binding contract.

#### SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	
COMPANY NAME			
MAILING ADDRESS			
CITY, STATE, ZIP			
		FEDERAL EMPLOYER ID NO.	
PHONE NO.	FAX NO.	E-MAIL ADDRESS	

#### NOTICE OF AWARD

ACCEPTED BY RSD AS FOLLOWS:			
CONTRACT NO.		CONTRACT PERIOD	
BUYER	DATE	DIRECTOR	

## **Exhibit A - Facts and Parameters - Recovery School District - New Orleans**

### **District Demographics and Background Information**

The Recovery School District - RSD currently operates 32 Direct Schools and 37 Charter Schools in Orleans Parish. There are currently four transformational schools (Drew, Gregory, Carver and Wicker) operating as RSD direct in lower grades and Charter in upper grades. These will transition to all Charter one year at a time. Additional schools will move to charter either through transformation or at once. The district is currently one of school choice with no attendance boundaries. Currently, students may apply to any RSD school based on space availability and transportation will be provided. All routes are currently single tier.

Planning is well underway for six schools, currently run directly by the RSD, to become Charters for the 2010/11 school year. The schools are Live Oak (9 routes), Laurel (10), Harney (7) and Dibert (9) elementary schools as well as Douglass (9) and International (3) high schools). They are currently serviced by 47 routes and 7 monitors. Routes for these schools are included in the total number of buses and routes run in the 2009/10 school year. These routes may not be operated by the RSD as part of this RFP for 2010/11 and in future years.

Planning is in process for the move of more schools to transition to Charter which may further reduce the number of RSD direct operated school routes available to contractors via this RFP and subsequent contract.

Two new schools are under construction and scheduled to open for the 2010/11 school.

The district intends to move to a system of school catchment (attendance) areas in the future which could affect the number of routes run.

Additional information about the RSD can be found at [rsdla.net](http://rsdla.net).

The RSD Transportation Department is managed by The TransPar Group. The contract is currently serviced by one vendor for all HTS and extracurricular service. Routing is currently performed by the vendor but will be fully transitioned to the Transportation Department before the start of the new contract.

The following items are listed for consideration in formulation of your response to the RFP. They are representative of the data available as of December, 2009 and are based on services being operated at that time. It is incumbent upon all proposers to perform any and all necessary research to affirm that data which they deem to be important.

<b><u>School Days</u></b>	<b>Regular Year</b>	<b>177</b>
	<b>Extended Year</b>	<b>26</b>
<b><u>Total number of schools within the District:</u></b>		<b>69</b>
	RSD Direct Operated Schools	32
	RSD Charter Schools	37
<b><u>Total number of schools receiving transportation:</u></b>		<b>34</b>
	Direct High Schools	9
	Direct Elementary Schools	19
	Direct Alternative Schools	4
	Transformational Charters	2
<b><u>Total Number of Home to School Bus Routes:</u></b>		<b>256</b>
	Regular Education Routes	224
	Special Needs Routes	32
	Lift Equipped	22
	Non Lift Equipped	10

<b><u>Number of Students Enrolled:</u></b>	<b>14,507</b>
Regular Education	12,077
Special Needs	1,620
Pre K	810

<b><u>Number of Buses Requiring Monitors:</u></b>	<b>60</b>
Special Needs Routes	32
Alternative School Routes	15
Special Needs on Regular Routes	13

<b><u>Late Activity Buses:</u></b>	<b>16</b>
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<b><u>Average Number of Miles Per Day:</u></b>	<b>12,554</b>
Regular Ed	11,037
Special Needs	1,517

<b><u>Average Maximum Route Time:</u></b>	<b>58</b>
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<b><u>Average Route Live Miles:</u></b>	
Regular	47
SPED	48

<b><u>Current Rates:</u></b>			
Regular	(all sizes)		\$296.53
Sped	(all sizes)		\$296.53
Lift			\$296.53
Monitor			\$16.45/hr
Trip (3 hr Minimum)			\$81.95
Trip (excess/hr)			\$27.32

<b><u>Bell Times:</u></b>			
High Schools	(M-Th)		7:30 - 3:45
	(Friday only)		7:30 - 2:30
Elem Schools	(M-Th)		8:00 - 4:15
	Friday only)		8:00 - 3:00

<b><u>Walking Distance</u></b>	
To/From School	1 mile
To/From Stop	6 blocks
Special Needs	Curb to Curb

<b><u>Underage Riders</u></b>	<b>8 years and under</b>
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Bus riders age eight (8) and under must be met at stop by parent or legal guardian.

#### **Field Trips and Athletics**

All trips currently assigned to HTS vendor. For new contract trips will be awarded only to vendors assigned regular routes. Trips will be awarded to vendor with lowest athletic and activity trip rates first, based on availability.

**Schedule L – Liquidated Damages \*\* RSD Transportation Penalty Summary**

Item #	Brief Description	Penalty
1.	Failure to notify RSD of any route running more than 15 minutes late.	Cost of alternate transportation and \$25.00 fine may be imposed.
2.	Failure to notify RSD of any route running more than 30 minutes late.	Cost of alternate transportation and \$100.00 fine.
3.	Doubling of routes	Cost of alternate transportation and \$50.00 fine may be imposed.
4.	No updated route sheet	\$25.00 fine may be imposed.
5.	Contractor must obtain prior approval from RSD for any changes to P/U & D/O times or locations.	Cost of alternate transportation.
6.	Driver/monitor not displaying proper photo ID.	Damages in the amount of \$10.00 per occurrence.
7.	A driver who has not successfully completed training required by the District and the State and is not qualified and or properly permitted	Damages in the amount of \$500.00
8.	Drivers or monitors smoking, on the bus, regardless of whether students are on board	Damages in the amount of \$100.00
9.	Failure to have a radio (cell phone), working fire extinguisher, first aid kit, emergency triangles, and video box (if required) on the bus	Damages in the amount of \$100.00
10.	Routes involved in a Preventable Accident.	Cost of alternate transportation.
11.	Bus not identified with RSD specified route sign while in service to RSD.	Damages in the amount of \$25.00 and the cost of any alternate transportation.
12.	Two way radio not working.	Damages in the amount of \$50.00 and the cost of any alternate transportation.
13.	Digital video camera/system not in place or not functioning properly.	Damages in the amount of \$25.00 per occurrence.
14.	Failure to provide, at a minimum, one full time manager/assistant manager on duty while RSD routes on the road.	Damages equal to the cost of one route.
15.	Failure to dispatch athletic, activity, or field trip including failure to arrive on time.	Damages in the amount of \$50.00 and the cost of any alternate transportation.
16.	Failure to report accident or student injury per specifications.	\$100.00 fine per occurrence.
17.	Failure to file an accident report within 24 hours to RSD Transportation Department.	\$25.00 fine
18.	Failure to provide Special Needs bus with all required equipment per IEP and Contract (AC, Lift, etc).	Damages in amount of cost per run per day.
19.	Failure to provide properly trained and qualified monitor/attendant.	Damages in amount of \$50.00 per run per day and loss of revenue for monitor/run/day.



## SCHEDULE P - PRICING

### **ONE YEAR FIXED, YEAR TWO AND THREE ESCALATORS, YEAR FOUR AND FIVE OPTIONS TO BE NEGOTIATED**

The bidder shall state a guaranteed minimum number of school buses and a guaranteed maximum number of school buses available for performance of the services specified herein. The RSD reserves the right to award all routes or a portion of all routes to one or multiple vendors. Price will not be the only determining factor in the award or awards.

\_\_\_\_\_ Guaranteed minimum number of school buses  
(must be no less than 25 buses)

\_\_\_\_\_ Guaranteed maximum number of school buses

The proposer shall provide below firm, fixed prices for transportation services in accordance with the requirements and provisions specified herein.

#### Home to School Transportation

The proposer shall state a firm, fixed price for both the basic rate per school bus, per day and the excess rate per school bus, per hour for all school bus sizes listed below for each pairing:

The contractor shall be compensated at the applicable basic rate per school bus, per day as stated below for each route consisting of up to four (4.0) hours live time transportation service. A regular route operating only in the morning or only in the afternoon/evening consisting of up to two (2.0) live time transportation shall be compensated at one-half (1/2) of the applicable basic rate per school bus, per day stated on the Pricing Page. In addition to the applicable basic rate per school bus, per day, the contractor shall be compensated at the applicable excess rate per school bus, per hour as stated below for live time transportation service in excess of four (4.0) hours. For service in increments of one-quarter (1/4) of an hour, the contractor shall be compensated at the same portion of the excess rate per school bus, per hour stated below. The one-quarter hour shall be calculated by rounding the time driven to the closest quarter hour. The rounding calculation shall mean that the excess minutes from one (1) to seven (7) shall not cause any added cost (rounded down to the closest one-quarter hour), those minutes from eight (8) to fifteen (15) shall create added cost based on the quarter hour rate (rounded up to the next one-quarter hour).

Field Trip Transportation service (generally within New Orleans Metro)

School Bus Size (Passenger)	Basic Rate Per Hour (2.0 Hour Min spot to return)	Excess Rate Per Hr (1/4 hr Increment)
All Sizes	\$_____	\$_____

**ADD ON ITEMS:**

Add on cost for contractor-supplied bus Monitor during live time:

Basic Rate Per Monitor Per Day (4.0 hours) \$\_\_\_\_\_

Excess Hourly Rate per Monitor over 4.0 hours per day  
(Charged on ¼ Increments) \$\_\_\_\_\_

Daily per-bus add-on cost for providing Digital Cameras:  
(Min. three camera view) \$\_\_\_\_\_

Daily per-bus add-on cost for providing passive GPS  
(Tied to camera system above for the quad view) \$\_\_\_\_\_

Daily per-bus add-on cost for providing real time GPS \$\_\_\_\_\_  
(This may require the more detailed description being provided by vendor)

The annual cost to provide a Performance Bond: \$\_\_\_\_\_

Per Bus Per Day cost to provide buses for rental to  
RSD, Local, State and Federal Agencies for purposes  
of mandatory mass evacuation \$\_\_\_\_\_

Regular Transportation (Minimum 4.0 hours of daily service)

Bus Size (Passenger)	Basic Rate 25-99 Buses Per Bus/Day	Base Rate 25-200 Buses Per Bus/Day	Base Rate All Routes Per Bus/Day	Excess Rate Hourly Rate Per Hour
16 and Below	\$_____	\$_____	\$_____	\$_____
17 - 35	\$_____	\$_____	\$_____	\$_____
36 - 72	\$_____	\$_____	\$_____	\$_____

Special Needs Transportation Add-on Cost

Increase to above rate to add Wheelchair/Lift capability:  
\$\_\_\_\_\_

Increase to above rate to add Air Conditioning capability (17-35 Pass):  
\$\_\_\_\_\_

Increase to above rate to add Air Conditioning capability (36-72 Pass):  
\$\_\_\_\_\_

Late Activity/Program Service - After school

School Bus Size (Passenger)	Basic Rate Per Hrr (1.0 Hour Min)	Excess Rate Per Hr (1/4 hr Increment)
All Sizes	\$_____	\$_____

Athletic/Activity Trip Transportation Service (before/after school)

School Bus Size (Passenger)	Basic Rate Per Hr (2.0 Hour Min spot to return)	Excess Rate Per Hr (1/4 hr Increment)
All Sizes	\$_____	\$_____

### **For School Years 2011/2012, 2012/2013**

The proposer must indicate below the percentage of price increase or percentage of price decrease applicable. If a percentage is not quoted (i.e. left blank), RSD shall have the right to execute the option at the same price(s) quoted for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

The percentages indicated below will be used in the cost evaluation process to determine the lowest offer and the potential maximum financial liability to RSD.

#### **Annual Increase**

Year 2 (2011/2012) Period:    +/- \_\_\_\_\_% over 2010/2011 rates

Year 3 (2012/2013) Period:    +/- \_\_\_\_\_% over 2011/2012 rates